JAN 13 3 17 PM 1950

OLLIE FARNSWORTH R. M.O.

LEASE



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

THIS AGREEMENT made this letter day of October, 1949 by and between B. S. Neely, herein designated lessor, and J. McGee Horton, herein designated lessee, WITNESSETH:

l: For the consideration hereinafter expressed, the lessor has rented and leased, and does hereby rent, lease and demise unto the lessee, for a period of five (5) years, from the date hereof, beginning with October 1, 1949 and ending at noon October 1, 1954, the following premises, to be used for the sole purpose of the sale of such petroleum products as may from time to time be designated by the said lessee, namely:

All that certain lot of land situated in the County of Greenville, State Of South Carolina, described as follows: Beginning at a point in the center of State Highway #25 on property line of W. A. McKelvey and B.S. Neely, running thence along this property line in an easterly direction 200 feet to a point, thence in a northerly direction 250 feet to a point, thence in a westerly direction 200 feet to a point in the center of State Highway #25, thence running 250 feet in a southerly direction along the center line of State Highway #25 to the beginning point. This location is described as having a new building approximately in the center of the above described boundary. The building located on the east side of State Highway #25 and facing State Highway #25. This building and location will be used as a service station for the sale of petroleum products and other merchandise.

- 2. The premises hereby demised are to be used by the lessee for the operation of a filling station for the sale of petroleum products of such kind as may be designated by the lessee.
- 3. It is mutually agreed and understood that the full consideration is the furnishing of the gasoline, motor oil and kerosene equipment and the installation of same, approximate cost of installation being \$150.00.
- 4. It is mutually agreed, that the lessee will operate the filling station on the foregoing premises by someone mutually satisfactory to parties hereto and on a basis which shall likewise be mutually satisfactory to said parties, and it is further mutually agreed, that the lessor will not sell and distribute, permit the sale or distribution from the foregoing premises, during the term of this lease, any gasoline or other petroleum products other than such as are purchased from the lessee.
- 5. It is mutually agreed and understood, that the said lessor, or any other person who shall be engaged to operate the said filling station, shall sell therefrom such petroleum products only as shall be designated by the lessee.
- 6. It is mutually agreed and understood, that the lessor will pay from year to year all taxes assessed against said premises and any and all fire and tornado insurance that said lessor shall desire to have.

In witness whereof, the parties hereto have signed their names and affixed their seals, in duplicate, the year and day first above written.

In the presence of:

Billy Campbell
Ler. T. Willis markin

Lessor Horlow